IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.778 OF 2004
IN
SUMMARY SUIT NO.2353 OF 2004

Rukshmani T. Shah ....Plaintiff
V/s.
M/s.Thakkar & Associates & Anr. ....Defendants

Mr.L.H. Rambhia for the Plaintiff.

None for the Defendants.

CORAM : S.J. VAZIFDAR, J.
DATED : 18TH MARCH, 2008.

P.C. :

1. The suit is filed to recover a sum of Rs.1,30,000/- together with interest on Rs.90,000/- at 21% p.a. from the date of filing of the suit till realization.

2. The suit is based on a writing dated 5.6.1997 executed by the Defendant acknowledging the receipt of a sum of Rs.90,000/- "on interest". The interest is stipulated at 1.75% per month i.e. 21% p.a. It is further stated that the said amount is credited to the account of the Plaintiff and that the said writing acknowledges the same.

3. The above writing contained a clear implied if not an express promise/obligation to repay the said sum with interest.

4. Interest has been paid by cheque after deducting T.D.S. for the period upto 31.5.2002. The last such payment was made by a cheque dated 13.6.2002.

5. There is no reply to the Plaintiff's advocates notice dated 24.3.2004 demanding payment. The affidavit in reply does not disclose any defence. As stated above, the bar of limitation, if any, is saved by virtue of the part payments in writing. Apart from a bare allegation that the writing attracts the provisions of the Bombay Money Lenders Act, there are no details to substantiate the same.

6. In the circumstances, there is no defence to the suit. The Summons for Judgment is made absolute and the suit is decreed as prayed.

Refund as per rules.